

LLC - STATEMENT OF CHANGE
OF MEMBER OR MANAGER ADDRESSES

ENTITY INFORMATION

ENTITY NAME: COOPER RESTAURANT MANAGEMENT, LLC
ENTITY ID: L15892610
ENTITY TYPE: Domestic LLC

PRINCIPALS

Member: KELLY COOPER - 725 W EL PRADO RD, CHANDLER, AZ 85225 - - Date of Taking Office:
03/11/2010

SIGNATURE

Member: KELLY COOPER - 01/07/2019

LLC - STATEMENT OF CHANGE

OF KNOWN PLACE OF BUSINESS OR STATUTORY AGENT

ENTITY INFORMATION

ENTITY NAME: COOPER RESTAURANT MANAGEMENT, LLC
ENTITY ID: L15892610
ENTITY TYPE: Domestic LLC

STATUTORY AGENT INFORMATION

STATUTORY AGENT NAME: SANDRA E PORTNEY
PHYSICAL ADDRESS: % RYAN RAPP & UNDERWOOD PLC 3200 N CENTRAL
AVE , SUITE 2250, PHOENIX, AZ 85012
MAILING ADDRESS:

KNOWN PLACE OF BUSINESS

725 W EL PRADO RD, CHANDLER, AZ 85225

SIGNATURES

Member: KELLY COOPER - 01/07/2019



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THE RECORD REPORTER

~ SINCE 1914 ~

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and Pima CountiesSANDRA PORTNEY
RYAN RAPP & UNDERWOOD
3200 N CENTRAL AVE #1600
PHOENIX, AZ - 85012

RR# 1828045

NOTICE
(for publication)Name: Cooper Restaurant
Management, LLCThe address of the known place of
business is:8390 E. Via De Ventura
Suite F-100 #131

Scottsdale, Arizona 85258

The name and street address of the
Statutory Agent is:Sandra E. Portney, Esq.
Ryan Rapp & Underwood, PLC
3200 N. Central Avenue
Suite 1600
Phoenix, Arizona 85012Management of the limited liability
company is reserved to the members.The names and addresses of each
person who is a member are:Kelly Cooper
8390 E. Via De Ventura
Suite F110-131
Scottsdale, Arizona 85258
Member
3/29, 3/31, 4/2/10

RR-1828045#

AFFIDAVIT OF PUBLICATION

Reference #: L-1589261-0

Notice Type: AOF - ARTICLES OF ORGANIZATION-NFP

Ad Description: COOPER RESTAURANT MANAGEMENT, LLC

I, Heather Gibson, am authorized by the publisher as
agent to make this affidavit. Under oath, I state that the following is true and
correct.THE RECORD REPORTER is a newspaper of general circulation published
Monday, Wednesday and Friday except legal holidays, in the County of
Maricopa (also publishing for Pima County), State of Arizona. The copy
hereto attached is a true copy of the advertisement as published on the
following dates:

03/29/2010, 03/31/2010, 04/02/2010

State Of Arizona)
)ss.
County Of Maricopa)

Subscribed and sworn to before me on the 29th day of March, 2010

MARCIA NOHAVA
Notary Public—Arizona
Maricopa County
Expires 04/30/2010

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RECEIVED

MAR 29 2010

ARIZONA CORP. COMMISSION
CORPORATIONS DIVISION

MAR 11 2010

ARTICLES OF ORGANIZATION

of

FILE NO. L-1589261-0

Cooper Restaurant Management, LLC

an Arizona Limited Liability Company

ARTICLE I

NAME: The name of this Limited Liability Company shall be:

Cooper Restaurant Management, LLC.

ARTICLE II

REGISTERED OFFICE: The registered office of this Limited Liability Company is located at:

8390 E Via De Ventura, Suite F-110 #131
Scottsdale, Arizona 85258

in the City of Scottsdale, County of Maricopa, State of Arizona, and may transact its business and maintain offices for such purposes at such other places either within or without the State of Arizona.

ARTICLE III

REGISTERED AGENT: The name and mailing address of the Registered Agent for this Limited Liability Company who agrees and on whom service of process, notice or demand that is required or permitted by law to be served on the Limited Liability Company is:

Sandra E. Portney, Esq.
c/o Ryan Rapp & Underwood, P.L.C.
3200 N. Central Ave., Suite 1600
Phoenix, Arizona 85012

ARTICLE IV

BUSINESS PURPOSE: This Limited Liability Company intends to engage in any lawful business, whether for profit or not, subject to any provisions of law governing or regulating such business within this State.

ARTICLE V

NUMBER AND CLASSES OF MEMBERS: This Limited Liability Company is being formed with one or more members as provided under Arizona Laws. If however, there be two or more members, their interest, participation and voting rights may be allocated between different classes of members as may be authorized under regulations duly adopted in an Operating Agreement.

ARTICLE VI

MANAGEMENT: (BY MEMBERS) The management of the business affairs and property of this Limited Liability Company shall be reserved to the member or members, whichever the case may be, and who shall adopt an Operating Agreement containing all of the provisions deemed appropriate and consistent with laws that govern the conduct of its business affairs, its authorities, rights and powers, and the authorities, duties, rights and powers of its members, managers, officers, employees or agents.

The members may, by lawful consent, appoint one or more managers to manage the business affairs and property of the company and whose authorities, duties, rights and powers shall be authorized pursuant to a duly adopted Operating Agreement.

The names and addresses of the persons who will be the lawful members of this Limited Liability Company at the time of its formation are:

Kelly Cooper
8390 E Via De Ventura, Suite F-110 #131
Scottsdale, Arizona 85258

ARTICLE VII

TERM AND DURATION: The term and duration of this Limited Liability Company shall be perpetual, unless sooner dissolved in a manner authorized by State Laws.

ARTICLE VIII

CAPITALIZATION: This Limited Liability Company shall be initially capitalized with capital contributions made by its member(s) who may contribute, or promise to contribute cash, property or services.

The value of the capital contributions of property or services is the fair market value of such property or services either at the time the property is lawfully transferred or the services are rendered to this Limited Liability Company.

ARTICLE IX

LIMITATION OF LIABILITY: The members, managers, employees, officers or agents of this Limited Liability Company are not liable, solely by reason of being a member, manager, employee, officer or agent of this Limited Liability Company whether arising in contract or tort, under a judgment decree or order of a court or otherwise.

ARTICLE X

LAWFUL AGENTS: (a) If management of this Limited Liability Company is vested with the members, as may be provided herein under Article VI, each such member is a lawful agent of this Limited Liability Company for the purpose of carrying on its business in the usual way, unless any such member has, in fact, no authority to act for this Limited Liability Company as provided either under Paragraph (b) of this Article or the Operating Agreement; otherwise, the acts of each member, including the execution in the name of this Limited Liability Company of any document, instrument or business papers for carrying on in the usual way, the business of this Limited Liability Company, legally binds this Limited Liability Company in all business transactions.

(b) If management of this Limited Liability Company is vested in one or more managers, as may be provided herein under Article VI, a member is not an agent of this Limited Liability Company for the purpose of carrying on its business in the usual way, as each manager is the lawful agent of this Limited Liability Company and whose acts, including the execution in the name of this Limited Liability Company of any document, instrument or business papers for carrying on in the usual way, the business of this Limited Liability Company, legally binds this Limited Liability Company in all business transactions.

ARTICLE XI

ASSIGNMENT OF MEMBERS INTEREST: (a) The interest of any member may not be assigned in whole or in part to a third party or parties without the written unanimous consent of all of the members, provided, however, such consensual assignment does not dissolve this Limited Liability Company; nor does it entitle the assignee to participate in the management of the business and affairs of this Limited Liability Company, unless assignee is duly admitted as a member upon the written unanimous consent of all members.

(b) If an interest in this Limited Liability Company is acquired directly from this Limited Liability Company upon the unanimous consent of all members, then such an additional member is entitled to all of the rights, privileges, immunities and restrictions accorded all members pursuant to these Articles of Organization and/or the duly adopted Operating Agreement.

(c) When a member assigns all or part of his or her interest in this Limited Liability Company to a third party or parties, such member is not released from his or her liability to this Limited Liability Company, unless or until the written unanimous consent of all members is

given, whether or not assignee has been accepted as a lawful member of this Limited Liability Company.

ARTICLE XII

INDEMNIFICATION: This Limited Liability Company shall indemnify every manager, employee, officer, agent or any other persons performing the usual business of this Limited Liability Company, or his or her heirs, executors and administrators, against expenses reasonably incurred by him or her in connection with any action, suit or proceeding holding such person to be liable for negligence or misconduct.

In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which this Limited Liability Company is advised by counsel that the person to be indemnified did not commit such breach of duty; however, this right of indemnification shall not be exclusive of other rights to which he or she may be entitled. And as used in this Article, expenses shall include amounts of judgments, penalties or fines rendered or levied against such manager or member, and the amounts paid in settlement thereof, provided, however, such payments shall have been approved by all the members of this Limited Liability Company.

ARTICLE XIII

ACTION BY CONSENT: Any action taken by the members or managers, whichever is vested with the management of the business and affairs of this Limited Liability Company, which significantly effects either the capital or liability of this Limited Liability Company shall be first duly authorized by the written unanimous consent of all of the managers or members, whichever applicable.

ARTICLE XIV

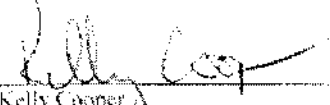
OPERATING AGREEMENT: If there be two or more members, the members shall by unanimous consent, adopt an Operating Agreement at their Organizational Meeting that will direct the management, regulations and government of the business affairs and property of this Limited Liability Company. Said Operating Agreement may be amended from time to time by a majority vote of the members or managers, whichever is vested with the management of this Limited Liability Company.

ARTICLE XV

RECORD DATE: The record date of this Limited Liability Company for the purpose of winding up its year end business affairs, which may include the appointment, resignation, withdrawal or expiration of the term of any appointed manager, or the assignment and transfer of

any member's interest and voting rights, or any other operational matters, shall be December 31, of each year.

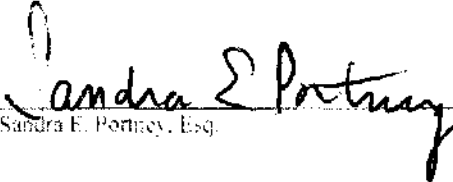
IN WITNESS WHEREOF, I have set my hand this 5 day of March, 2010.



Kelly Cooper

ACCEPTANCE OF APPOINTMENT BY STATUTORY AGENT

I, Sandra E. Portney, Esq., having been designated to act as Statutory Agent, hereby consent to act in that capacity until removed or resignation is submitted in accordance with the Arizona Revised Statutes.



Sandra E. Portney, Esq.